

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHRISTINE KELLER,	:
166 Forsythia Drive South	:
Levittown, PA 19056	:
Plaintiff	:
	:
v.	:
	:
THE HARTFORD LIFE AND	:
ACCIDENT INSURANCE	:
COMPANY	:
1 Hartford Plaza,	:
Hartford, CT 06155	:
Defendant	: NO.:

COMPLAINT

NOW COMES, the Plaintiff, Christine Keller, by and through her Counsel, Pond, Lehocky, LLP, and hereby complains of the above referenced Defendant, The Hartford Life and Accident Insurance Company, (hereinafter referred to as “ The Hartford”), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

2. All acts and occurrences material to the instant causes of action occurred within the jurisdictional boundaries of this Honorable Court.

II. FACTS:

3. The Plaintiff, Christine Keller, is an adult and competent individual with a physical address of 166 Forsythia Drive South, Levittown, PA 19056.

4. The Defendant, The Hartford, under information and belief, is a business entity with a business address at 1 Hartford Plaza, Hartford, CT 06155.

5. The Hartford is a business entity, which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, The Hartford, issued a policy providing disability insurance benefits to the Plaintiff through the Plaintiff's employer, Trinity Health.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of him under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by The Hartford to the Plaintiff's

employer.

11. On a date certain, the Plaintiff filed an application for long term disability benefits with The Hartford.

12. By correspondence dated April 15, 2021, The Hartford notified the Plaintiff that her alleged period of disability beginning on June 3, 2019 was denied.

13. The Plaintiff filed an administrative appeal and submitted additional medical records and opinions of her treating doctors in support of her claim. The information provided was sufficient to establish the proof of loss that the Plaintiff suffered in order to support her claim for long term disability benefits.

14. By correspondence dated July 23, 2021, the Hartford sent a correspondence to counsel for the Plaintiff advising that the claim has be denied.

15. The Hartford acted arbitrarily, capriciously, in a manner serving only its own business interest and in direct violation of ERISA when it denied the Plaintiff's claim for disability benefits.

16. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as he has satisfied through medical evidence that she meets the definition of disability and provided sufficient proof of loss to the Hartford.

17. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

18. As a direct and proximate result of the actions of The Hartford as herein

above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

19. As a direct and proximate result of the actions of The Hartford, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff.

WHEREFORE, the Plaintiff, Christine Keller, respectfully requests that judgment be entered against The Hartford as follows:

1. Ordering The Hartford to pay to the Plaintiff, Christine Keller, long term disability insurance benefits from her alleged onset date of disability, June 3, 2019 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Christine Keller, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:



Michael J. Parker, Esquire
PA Bar ID No.: 93024

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